

HOW TO HOLD YOUR OWN LIMITED SALES

GENERAL SERVICES ADMINISTRATION
REGIONAL SURPLUS PERSONAL
PROPERTY SALES CENTER
FRANCONIA, VA

"CUSTOMER SERVICE IS OUR PRIMARY GOAL"

OVERVIEW OF FEDERAL PERSONAL PROPERTY SALES PROGRAM

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STANDARDS OF CONDUCT

This booklet has been prepared to inform you how to hold your own Personal Surplus Property Limited Sales,

Under the Federal Property Management Regulations 101-45-304-3 titled limited sales by holding agencies, you are authorized to hold your own limited sales.

Holding agencies are responsible for ensuring that sales of property are conducted in accordance with Federal Property Management Regulation 101-45.304-3. When conducting these sales., holding agencies must provide advance notice of sales offerings to the appropriate GSA Regional Sales Office, Only the competitive bid methods of sale will be used by agencies to sell personal property, i.e. auction, sealed bid, spot bid.

Presently you are allowed to sell Personal Property where proceeds will not exceed 5,000 dollars per sale without Regional approval. For any sales where proceeds are expected to be over 5,000 dollars and up to 25, 000 dollars the Regional Sales Office must be contacted for approval. If agency expects to sell Personal Surplus Property and proceeds will exceed 25, 000 dollars an agency must seek the approval of Federal Supply Service Central Office Sales Division for approval,

We sincerely hope that this booklet helps you in programming and processing your own limited sales.

If at anytime you have any questions concerning the sales process please let us know. We will be happy to assist you. You can reach the Sales Center by calling (703) 557-7785o

OVERVIEW OF THE FEDERAL PERSONAL PROPERTY SALES PROGRAM

PUBLIC LAW 152 - FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949 ESTABLISHED GSA AS THE RESPONSIBLE AGENCY FOR UTILIZATION AND DISPOSAL OF GOVERNMENT OWNED PROPERTY. (GSA DELEGATED TO DOD THE RESPONSIBILITY FOR THAT AGENCY'S SALES)

OBJECTIVES - TO SELL GOVERNMENT OWNED PROPERTY
SELL IN MOST EXPEDITIOUS MANNER
OBTAIN MAXIMUM NET RETURN IN PROCEEDS
PERFORM SALES SERVICES ECONOMICALLY
FOLLOW LEGAL REQUIREMENTS FOR SALES CONTRACTING

CONTRACTING FOR SALES - REQUIRES APPOINTED OR WARRANTED SALES CONTRACTING OFFICER WITH PROPER TRAINING IN CONTRACTUAL MATTERS

SALES BY HOLDING AGENCIES - LIMITED SALES WHERE ESTIMATED PROCEEDS OF SALE SHOULD NOT EXCEED \$5,000

SALES WITH PROCEEDS ESTIMATED TO BE BETWEEN \$5,000 AND \$25,000 MAY BE AUTHORIZED UNDER CERTAIN CONDITIONS BY GSA REGIONAL ADMINISTRATOR

ADVANCE COPIES OF SALE PROVIDED TO GSA AND SALES TERMS AND CONDITIONS MUST CONFORM TO FPMR PROCEDURES FOR SMALL LOT SALES

When determining what method of sale should be used, consideration must be given to existing factors, circumstances, and conditions. Factors to be considered when determining the most suitable method of sale are shown below.

Proper application of these will help us to enhance sales proceeds.

SALES BY HOLDING AGENCIES
METHODS OF SALE

SELECTION OF SALE METHOD DEPENDS UPON CONSIDERATION OF FACTORS AS FOLLOWS:

QUANTITY, TYPE AND CONDITION OF PROPERTY

LOCATION OF PROPERTY

DEMAND (LOCAL, REGIONAL, NATIONAL INTEREST)

COST OF SALES VERSUS ANTICIPATED PROCEEDS

SPECIALIZED OR GENERAL APPLICATION

PAST SALES EXPERIENCE

TIME AND SPACE CONSTRAINTS AT STORAGE POINT

SALES BY HOLDING AGENCIES
METHODS OF SALE

THE FOLLOWING ARE AUTHORIZED METHODS OF SALE AND WILL RESULT IN THE
TYPES OF CONTRACTS LISTED

SEALED BID SALE
 ONE TIME TYPE CONTRACT
 TERM TYPE CONTRACT
 MINIMUM-MAXIMUM QUANTITY TERM TYPE CONTRACT
SPOT BID SALE
 ONE TIME TYPE CONTRACT
AUCTION SALE
 ONE TIME TYPE CONTRACT
NEGOTIATED SALE
 ONE TIME TYPE CONTRACT
 TERM TYPE CONTRACT
 MINIMUM-MAXIMUM QUANTITY TERM TYPE CONTRACT

RETAIL SALE (FIXED PRICE NEGOTIATED SALE)

**NOTE: YOU ARE ONLY AUTHORIZED TO USE ONE OF THE FIRST THREE
METHODS LISTED.

AUCTION

1. General.

The auction method has a prominent place in the sales program. It is particularly effective when selling large quantities of property with good commercial appeal. For example, the sale of vehicles is especially conducive to auctions. Other commodities, when generated in sizeable quantities also lend themselves to auctions.

2. The auction method of sale is used when,,,::

a. There is a sizable accumulation of property at one location which has comparatively good commercial market appeal.

b. This is a variety of commodity groups, a quantity of specialized groups of commodities (motor vehicles, heavy equipment, machine tools, liquidation of a plant, etc.) or a sufficient quantity of specific groups of property that will appeal to a large group of potential buyers,

NOTE - Scrap Sales a sale by auction should never be used when the sale offers scrap material only.

3. FACTORS, Factors to be considered in determining whether an auction should be conducted include:

a. The nature and extent of the demand in the current market for the type of property available for sale.

b. The location of the property in relation to potential buyers.

c. The adequacy of facilities of conducting an auction, It does not have to be held at a government facility. It can be conducted at a hotel/motel or similar convenient locations with adequate facilities,

SPOT BID SALES

General

In spot bid sales, bidders shall be furnished with bid forms in advance of the bidding, a bid form is used for each lot or unit to be separately sold.

When services of an auctioneer are not available it may be desirable to conduct a spot bid sale,

A. The spot bid method of sale is used wheitw-,

- 1 . There is a variety of consumer type property at one location for which there would be substantial interest and demand in the local area.
2. Prompt removal of property is essential.
3. The property and location are such that good attendance can be expected to ensure maximum, free completion.
4. Individual lots are-small or so varied that the cost of printing lengthy lists of property with detailed commercial descriptions (essential to sealed bid sales) would be excessive.

SALES BY HOLDING AGENCIES

SEALED BID SALES

SEALED BID SALES CAN BE UTILIZED TO SELL ANY TYPE PROPERTY, HOWEVER, NORMALLY SEALED BIDS ARE USED TO SELL SCRAP, WASTE OR OTHER PROPERTY HAVING A COMMERCIAL OR TECHNICAL APPLICATION AND OF INTEREST TO A WIDELY DIVERGENT GROUP OF BUYERS,

SALES FACTORS

QUANTITIES TO BE SOLD HAVE AN ATTRACTION TO WIDE MARKET AREA

PROPERTY IS SUCH AS TO ATTRACT SPECIALIZED BUYERS

PROPERTY AND/OR QUANTITY TO BE SOLD WOULD NOT ATTRACT ATTENDANCE AT A PARTICIPATORY TYPE SALE

TERM SALES OF SCRAP

GENERALS ARE IRREGULAR BUT REQUIRE PROMPT REMOVAL

DESIRABLE TO HAVE ORDERLY CONTRACT TO EFFECT REMOVAL

STORAGE FACILITIES NOT ADEQUATE FOR RETENTION

RECEIPT AND CONTROL OF BIDS

ALL BID ENVELOPES RECEIVED TO BE ELECTRICALLY OR HAND STAMPED AS TO TIME-DATE RECEIVED

ALL BIDS RECEIVED LOGGED AND NUMBERED IN SEQUENCE

ALL BIDS RECEIVED WILL BE SAFEGUARDED

UNIDENTIFIED BIDS MAY BE OPENED FOR IDENTIFICATION ONLY

LATE BIDS

A BID RECEIVED AFTER BID OPENING TIME IS A LATE BID

ONLY EXCEPTION TO LATE BID RULES IS WHEN BID IS MISHANDLED WITHIN THE SALES BID OFFICE

UNACCEPTABLE LATE BIDS WILL BE PROMPTLY RETURNED UNOPENED TO SENDER WITH LETTER OF EXPLANATION

SALES BY HOLDING AGENCIES
INFORMAL SEALED BID SALES CONDUCTED BY GSA

DISPLAY OF PROPERTY

PROPERTY SHOULD BE ORGANIZED AND EASY TO INSPECT

PROPERTY SHOULD BE AT EYE LEVEL OR BELOW,

PROPERTY LOTS SHOULD BE IN NUMBER SEQUENCE

REMOVE ALL TAGS AND MARKINGS THAT MAY DOWNGRADE THE VALUE OF
THE PROPERTY

ASSURE THAT ALL NAME PLATES, DATA TAGS, ETC* ARE VISIBLE

PROPERTY SHOULD BE DISPLAYED AS SEQUENCED IN PROPERTY LISTING
AND EACH ITEM OR LOT IDENTIFIED WITH GSA FORM 2931, ITEM
NUMBER CARD

DESCRIBING THE PROPERTY

USE MOST RECENT FACTUAL INFORMATION AVAILABLE

INCLUDE ANY KNOWN MISSING PARTS OR DEFECTS IN PROPERTY

NEVER DESCRIBE PROPERTY BY QUANTITY AND OFFER BY WEIGHT

DO NOT DESCRIBE PROPERTY BY WEIGHT AND OFFER BY UNIT

ALL QUANTITIES OR WEIGHTS USED SHOULD BE PRECEDED BY THE WORD
"ESTIMATED"

USE CONCISE NAME OF PROPERTY, NOT GIVEN NAMES

INCLUDE SERIAL NUMBERS, PART NUMBERS, OR PERTINENT DATA AS TO
SIZE, TYPE, ETC,

CONDITION OF PROPERTY (LIMITED STATEMENT) USED, NEW, ETC*
ACQUISITION COST PER ITEM IF KNOWN AND APPLICABLE
MISDESCRIPTIONS

IF KNOWN PRIOR TO AWARD, ITEM IS WITHDRAWN
AFTER AWARD FOLLOW APPLICABLE TERMS AND CONDITIONS

SALES BY HOLDING AGENCIES
INFORMAL SEALED BID SALES

"INFORMAL" SEALED BID DOES NOT IMPLY THAT NORMAL SALES PROCEDURES ARE NOT IN EFFECT. ALL THE PROCEDURES USED IN A SEALED BID TYPE SALE ARE PERTINENT AND MUST BE ADHERED TO IN ORDER TO PROTECT THE INTEGRITY OF THE COMPETITIVE BID

INFORMAL METHOD USED WHEN

COST OF CONDUCTING OTHER TYPES SALE NOT JUSTIFIED
EXTENDED COVERAGE NEEDED TO OBTAIN MAXIMUM RETURN
SMALL QUANTITY OF PROPERTY LOCATED AT VARIOUS LOCATIONS
BID DEPOSIT NOT REQUIRED
AGENCY PERSONNEL NOT AVAILABLE FOR SPOT BID OR AUCTION

USE GSA FORM 1650-SALE OF GOVERNMENT PERSONAL PROPERTY

SELLING TEN (10) ITEMS OR LESS
LIMITED NUMBER OF ITEMS FOR SALE
PROPERTY IS LOCATED IN ISOLATED AREA(S)
ONLY A LIMITED NUMBER OF BIDDERS MAY PARTICIPATE

PREPARATION OF SALES OFFERING

SEND ADVANCE COPY TO APPROPRIATE GSA REGIONAL OFFICE
USE OF FORM 15, POSTER, SALE OF GOVERNMENT PROPERTY
DESCRIBE PROPERTY IN COMMERCIAL TERMS (INCLUDE DEFECTS)
INCLUDE APPROPRIATE SPECIAL TERMS AND CONDITIONS
SF 114C AND SF 114C-1 INCORPORATED BY REFERENCE
ACCEPTABLE FORMS OF PAYMENT
OTHER CONDITIONS AS MAY APPLY

SALES BY HOLDING AGENCIES
CONTRACT PRINCIPLES

CONTRACT- AN AGREEMENT BETWEEN TWO OR MORE PARTIES WHICH IS
ENFORCEABLE BY LAW

TYPE OF

CONTRACTS- CAN BE EITHER ORAL OR WRITTEN: (GOVERNMENT SALES
CONTRACTS MUST BE REDUCED TO WRITING AND SIGNED BY
SCO)

BILATERAL CONTRACTS REQUIRE A PROMISE FOR A PROMISE
(STANDARD GOVERNMENT SALES CONTRACT)

UNILATERAL CONTRACTS REQUIRE A PROMISE FOR AN ACT OR
FORBEARANCE OF AN ACT

CONTRACTS MUST CONTAIN FIVE ESSENTIAL ELEMENTS

(1) OFFER (2) ACCEPTANCE (3) CONSIDERATION

(4) OBJECTIVE (5) COMPETENT PARTIES

CONTRACT ELEMENTS

(1) OFFER - (a) EXPRESSION MUST BE INTENDED AS OFFER

(b) MUST BE COMPLETE

(c) MUST BE COMMUNICATED TIMELY

(d) MUST BE CLEAR AND UNAMBIGUOUS

(2) ACCEPTANCE- (a) CLEAR AND UNEQUIVOCAL

(b) TIMELY. BEFORE OFFER IS REVOKED

(c) IN SAME TERMS AS THE OFFER

(3) CONSIDERATION- MUST BE LEGALLY SUFFICIENT

(4) OBJECTIVE- PURPOSE CANNOT BE ILLEGAL OR IMPOSSIBLE TO
OBTAIN

(5) COMPETENT PARTIES- PERSONS MUST HAVE LEGAL CAPACITY
TO ENTER INTO CONTRACTS

EXCLUDED ARE PERSONS UNDER 18, MENTALLY IMPAIRED
INDIVIDUALS, PERSONS UNDER THE INFLUENCE OF DRUGS,
INTOXICANTS, ETC.

SALES BY HOLDING AGENCIES
CONTRACT PRINCIPLES

CONTRACT DEFINITIONS

VOID CONTRACT - CANNOT BE ENFORCED, IS ILLEGAL OR IS CONTRARY
TO PUBLIC POLICY

VOIDABLE CONTRACT - WHERE FRAUD, DURESS, MISTAKES OR
INCOMPETENT PARTIES ARE INVOLVED

UNENFORCEABLE CONTRACT - VALID BY LAW BUT LAW PROVIDES NO
REMEDY FOR BREACH OF CONTRACT

EXPRESS CONTRACT - CLEAR AND UNDERSTOOD BY ALL PARTIES MAY
EITHER BE WRITTEN OR ORAL

IMPLIED CONTRACT - MUTUAL PROMISE IMPLIED BY CONDUCT OF
PARTIES TO CONTRACT

RATIFICATION - ADOPTION OR APPROVAL OF AN UNAUTHORIZED ACT BY
INDIVIDUAL SO EMPOWERED TO DO SO*

TERMINATION OF OFFER - (1) REJECTION OF OFFER
(2) EXPIRATION OF TIME PERIOD
(3) EXPIRATION OF REASONABLE TIME
(4) DEATH OR INSANITY OF EITHER PARTY
(5) REVOCATION BY THE OFFEROR
(6) ACCEPTANCE OF THE OFFER BY THE
OFFEREE

SALES BY HOLDING AGENCIES
AGENCY LAW

AGENCY - CONSENSUAL RELATIONSHIP USUALLY FOUNDED IN TRUST AND
CONFIDENCE BETWEEN TWO PARTIES, WHERE ONE, THE PRINCIPAL
HAS THE RIGHT TO CONTROL THE CONDUCT OF THE AGENCY, WHO
HAS THE POWER TO AFFECT THE LEGAL RELATIONS OF THE
PRINCIPAL

PRINCIPAL - INDIVIDUAL OR ENTITY WHO PERMITS OR DIRECTS
(AUTHORIZES) ANOTHER TO ACT FOR THE PRINCIPAL SUBJECT
TO THE PRINCIPAL'S DIRECTION AND CONTROL

AGENT - PERSON WHO HAS UNDERTAKEN TO ACT FOR ANOTHER AND HAS AGREED
TO BE CONTROLLED BY THE OTHER (PRINCIPAL)

INDEPENDENT

CONTRACTOR - PERSON WHO CONTRACTS TO DO SOMETHING FOR
ANOTHER BUT IS NOT SUBJECT TO THE OTHER'S CONTROL OR
DIRECTION

PRIVACY OF

CONTRACT - LEGAL RELATIONSHIP BETWEEN TWO OR MORE
CONTRACTING PARTIES

AUTHORITY - (1) ACTUAL AUTHORITY WHICH IS GIVEN EITHER ORALLY OR IN
WRITING (CAN BE EXPRESS OR IMPLIED)

(2) APPARENT AUTHORITY IS WHERE PRINCIPAL ACTS OR FAILS
TO ACT IN SUCH AN MANNER AS TO ALLOWING ANOTHER TO
APPEAR TO BE HIS AGENT

GOVERNMENT LIABILITY - GENERAL RULE LIABILITY IS NOT TRUE WHEN
APPLIED TO GOVERNMENT CONTRACTING. THE DOCTRINE OF
APPARENT AUTHORITY DOES NOT BIND THE GOVERNMENT FOR THE
UNAUTHORIZED ACTS OF ITS AGENTS,

SALES BY HOLDING AGENCIES
REVIEW OF IFB'S (INVITATIONS TO BID)

THE SCO OR DESIGNEE SHOULD REVIEW ALL IFB'S PRIOR TO PRINTING AND
DISTRIBUTION TO ASSURE ALL PERTINENT CONDITIONS OF SALE ARE PRESENT

INVITATION FOR BID REVIEW

CHECK INSPECTION DATES AND TIME ALLOTTED

READ ITEM DESCRIPTIONS FOR AMBIGUITIES

DETERMINE THAT GENERAL SALES AND CONDITIONS ARE INCLUDED

CHECK IF SPECIAL TERMS AND CONDITIONS ARE NECESSARY

ASSURING PROPER BID PAGES FOR SALE TYPE ARE USED

CHECK REMOVAL TIMES FOR PROPERTY REQUIRING SPECIAL HANDLING OR
DIFFICULT REMOVAL

CROSSREFERENCE CLAUSES TO PROPER ITEM NUMBERS

RECOMMEND SPECIAL BIDDING PROCEDURES (INCREMENT BIDS)

RECOMMEND DIFFERENT TYPE OF SALE BE UTILIZED

COORDINATE ANY CHANGES WITH ORIGINAL DRAFTER OF IFB

BID OPENING DATES

DESIGNATED BID ROOM IS AVAILABLE ON DATE INDICATED

BID OPENING IS NOT A MONDAY OR DAY AFTER NATIONAL HOLIDAY

SUFFICIENT PERSONNEL ARE AVAILABLE AND ALL TRAVEL OR OTHER
ARRANGEMENTS HAVE BEEN MADE

SALES DATE DOES NOT FALL ON LOCAL HOLIDAY OR JEWISH HOLY DAY

DISCREPANCIES FOUND AFTER IFB DISTRIBUTED

ISSUE AMENDMENT TO ALL RECEIVING IFB

ISSUE AMENDMENT TO ALL ATTENDING PARTICIPATORY SALE

ANNOUNCE CHANGES TO BEGINNING OF SALE

SALES BY HOLDING AGENCIES

ADDITIONAL TERMS AND CONDITIONS

GUARANTEED DESCRIPTION

LIMITED WARRANTY STATING THAT PROPERTY DELIVERED WILL BE AS DESCRIBED IN IFB

IF A DISCREPANCY EXISTS AND IS DISCOVERED PRIOR TO REMOVAL., THE GOVERNMENT KEEPS THE PROPERTY AND REFUNDS THE PURCHASE PRICE

AFTER REMOVAL OF PROPERTY GOVERNMENT WILL REFUND MONEY IF PURCHASER RETURNS PROPERTY TO A LOCATION AS DETERMINED BY SCO

PRICE ADJUSTMENTS MAY BE MADE AS DETERMINED BY SCO ADJUSTMENTS NORMALLY WILL BE THE DIFFERENCE BETWEEN MARKET VALUE OF DESCRIBED PROPERTY AND THE MARKET VALUE OF PROPERTY DELIVERED

REQUESTS BY PURCHASER FOR ADJUSTMENTS OR REFUND MUST BE MADE TIMELY, USUALLY WITHIN 15 DAYS

GUARANTEED DESCRIPTIONS ARE NOT APPLICABLE TO SITUATIONS SUCH AS ESTIMATED WEIGHTS, ETC*

CONDITION OF PROPERTY FOR USE IS NOT GUARANTEED

WHEN REFUNDS ARE NECESSARY,, THEY ARE LIMITED TO PURCHASE PRICE

GUARANTEED DESCRIPTION CLAUSE IS USED IN PLACE OF CLAUSE 2 OF SF 114 AND NOT IN ADDITION TO

SALES BY HOLDING AGENCIES
GENERAL SALES TERMS AND CONDITIONS (SF 114C)

1. INSPECTION

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BIDDERS ARE URGED TO INSPECT PROPERTY FOR SALE

FAILURE TO INSPECT DOES NOT CONFER OR TAKE AWAY BIDDER'S RIGHTS

TIME FOR INSPECTION MUST BE GIVEN (UP TO 21 DAYS)

PROPERTY DISPLAYED-TO ALLOW PHYSICAL INSPECTION

PROPERTY SEGREGATED FROM PROPERTY NOT FOR SALE

GOVERNMENT HAS OBLIGATION TO PROTECT PROPERTY

GOVERNMENT WILL PROVIDE ASSISTANCE TO BIDDERS

ALL AVAILABLE INFORMATION ON PROPERTY PROVIDED

PHOTOS ALLOWED UNLESS SPECIFICALLY PROHIBITED

ALL BIDDERS AFFORDED EQUAL ACCESS AND TREATMENT

2. CONDITION AND LOCATION OF PROPERTY

PROPERTY NORMALLY OFFERED "WHERE IS, AS IS"

DESCRIPTIONS BASED ON BEST INFORMATION AVAILABLE

NO SALES BY SAMPLE

OTHER WARRANTIES MAY APPLY

3. CONSIDERATION OF BIDS

GOVERNMENT MAY REJECT ANY AND ALL BIDS

BIDDER AGREES NOT TO REVOKE OFFER (TIME PERIOD)

BIDS SUBMITTED AS REQUIRED BY IFB TERMS

SCO MAY WAIVE TECHNICAL BID DEFECTS

TELEPHONIC OR TELEGRAPHIC BIDS NOT ACCEPTABLE

TELEGRAPHIC MODIFICATIONS MAY BE ACCEPTABLE AS PROVIDED FOR IN IFB

SALES BY HOLDING AGENCIES
GENERAL SALES TERMS AND CONDITIONS (SF 114C)

7. TITLE

TITLE VESTED IN PURCHASER UPON REMOVAL

IN CERTAIN CASES, PURCHASER MAY HAVE TO TAKE OTHER
ACTIONS PRIOR TO TITLE PASSING,
(PROPERTY REQUIRED TO BE MUTILATED OR DEMILLED)

TITLE TO PROPERTY SUCH AS VEHICLES WILL BE IN DOCUMENT
FORM (FORM 97) AND ISSUED ONLY IN NAME OF PERSON OR FIRM
AS SHOWN ON AWARD DOCUMENTS.

8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY

UNLESS OTHERWISE PROVIDED, PURCHASER WILL MAKE ALL
ARRANGEMENTS FOR REMOVAL OF PROPERTY

IF IFB PROVIDES FOR GOVERNMENT LOADING, GOVERNMENT IS
ONLY OBLIGATED TO MAKE INITIAL PLACEMENT (TAILGATE)

GOVERNMENT WILL NOT ACT AS LIAISON IN ANY FASHION BETWEEN
PURCHASER AND CARRIER

GOVERNMENT WILL NOT SECURE LOAD ON FURNISHED CONVEYANCE
(NO BLOCKING, BRACING, LASHING, BAND, CHOCK, ETC.)

PURCHASER TO REMOVE PROPERTY AT HIS EXPENSE WITHIN TIME
ALLOWED IN IFB FOR REMOVAL

PROPERTY SOLD WILL ONLY BE RELEASED TO PURCHASER OR TO AN
AUTHORIZED REPRESENTATIVE

SEGREGATION, CULLING OR SELECTION OF PROPERTY FOR PARTIAL
REMOVAL IS NOT PERMITTED

ALL PROPERTY REMOVED MUST BE PAID FOR FIRST

DELIVERY WILL ONLY BE MADE FROM EXACT LOCATION OF
PROPERTY AS SHOWN IN IFB

GOVERNMENT DOES NOT WARRANT SUITABILITY OF PROPERTY FOR
SHIPMENT

SALES BY HOLDING AGENCIES
GENERAL SALES TERMS AND CONDITIONS (SF 114C)

9. DEFAULT

PURCHASER IS IN DEFAULT UPON FAILURE TO MAKE PAYMENT OR
EFFECT REMOVAL OF PROPERTY WITHIN TIME ALLOWED IN IFB

DEFAULT REMEDIES

CURE LETTER TO PURCHASER GIVING 15 DAY EXTENSION

EXTENSION TIME (15 DAYS) BEGINS FROM DATE MAILED

PURCHASER BECOMES LIABLE FOR LIQUIDATED DAMAGES IF
PAYMENT OR REMOVAL IS NOT EFFECTED

STORAGE CHARGES FOR LATE REMOVAL IS CALCULATED FROM FIRST
DAY FOLLOWING FREE REMOVAL PERIOD AS LISTED IN IFB AND
NOT FROM DATE OF NOTICE OF DEFAULT.

HOLDING AGENCIES WILL NOT ISSUE PROPERTY AFTER FINAL CURE
DATE HAS PASSED

10. SETOFF OF REFUNDS

PURCHASER AGREES THAT SELLING AGENCY MAY USE ANY OR ALL
OF PURCHASER'S BID DEPOSIT OR REFUND TO SATISFY DEBTS
OWED TO GOVERNMENT

BIDDERS INDEBTED TO GOVERNMENT NOT NORMALLY ALLOWED
PARTICIPATE IN SALE UNTIL PAYMENT OF DEBT IS ARRANGED

11. INTEREST

ALL PAYMENTS DUE GOVERNMENT NOT PAID WITHIN 30 DAYS WILL
BEAR SIMPLE INTEREST (TREASURY RATE) UNTIL PAID

GOVERNMENT AUTHORIZED TO COLLECT INTEREST ON ALL UNPAID
DEBTS

SALES BY HOLDING AGENCIES

GENERAL SALES TERMS AND CONDITIONS (SF 114C)

12. VARIATION IN QUANTITY OR WEIGHT

UNLESS OTHERWISE PROVIDED FOR THE GOVERNMENT MAY VARY THE QUANTITY DELIVERED TO THE PURCHASER BY + OR - 10%

ON PROPERTY SOLD BY "WEIGHT" VARIANCE CAN BE + OR - 25% FROM IFB

ON SEALED BID TERM CONTRACTS THE GOVERNMENT CAN VARY THE WEIGHT DELIVERED BY + OR - 50% FROM IFB

IF PROPERTY IS SOLD BY THE "LOT" NO ADJUSTMENT IS AUTHORIZED FOR SHORTAGES

13. WEIGHING, SWITCHING AND SPOTTING

PURCHASER IS RESPONSIBLE FOR ALL EXPENSES FOR WEIGHING PROPERTY IF GOVERNMENT SCALES ARE NOT AVAILABLE

WHEN PROPERTY IS ADVERTISED BY WEIGHT, WEIGHING IS ALWAYS REQUIRED

CHARGES FOR SWITCHING OR SPOTTING OF RAIL CONVEYANCES WILL BE PAID BY PURCHASER

14. RISK OF LOSS

GOVERNMENT REQUIRED TO CARE FOR AND PROTECT PROPERTY OFFERED FOR SALE FROM INSPECTION TO REMOVAL

ON PROPERTY SOLD BY LOT, ANY SHORTAGES MUST BE NOTED PRIOR TO REMOVAL.

ALL WITHDRAWALS OF PROPERTY AFTER AWARD MUST BE MADE BY SCO

SALES BY HOLDING AGENCIES
GENERAL SALES TERMS AND CONDITIONS (SF 114C)

15. LIMITATION OF GOVERNMENT-LIABILITY

GOVERNMENT RESPONSIBLE ONLY FCO@; OF, PURCHASE PRICE
RECEIVED

PURCHASER CANNOT COLLECT FOR LOSS OF PROFIT, INSPECTION
COSTS, RELATED SALES COSTS

GOVERNMENT WILL REIMBURSE PURCHASER ONLY WHEN GOVERNMENT
REQUIRES PROPERTY TO BE RETURNED (ONLY PACKING, LOADING
AND TRANSPORTATION COSTS PAID)

16. ORAL STATEMENTS AND MODIFICATIONS

ONLY WRITTEN CHANGES TO CONTRACT TERMS BY SCO ARE
RECOGNIZED AS VALID CHANGES

PURCHASER IS ADVISED NOT TO RELY UPON ORAL STATEMENTS
MADE BY GOVERNMENT EMPLOYEES

GOVERNMENT EMPLOYEES SHOULD GIVE ONLY PERTINENT, ACCURATE
AND TRUTHFUL STATEMENTS ABOUT SALE PROPERTY TAKING CARE
THAT SUCH STATEMENTS DO NOT CHANGE OR ALTER
INTERPRETATIONS OF THE TERMS AND CONDITIONS

17. COVENANT AGAINST CONTINGENT FEES

PURCHASER WARRANTS THAT NO PERSON OR AGENCY WAS RETAINED
FOR THE PURPOSE OF SOLICITING OR OBTAINING THE SALES
CONTRACT

18. OFFICIALS NOT TO BENEFIT

NO MEMBER OF CONGRESS SHALL BE PARTY TO A SHARE OR
BENEFIT OF THE SALE CONTRACT (DOES NOT APPLY TO SHARES
HELD IN CORPORATION THAT BIDS)

SALES BY HOLDING AGENCIES
GENERAL SALES TERMS AND CONDITIONS (SF 114C)

19, INDEPENDENT PRICE TERMINATIONS

PURCHASER CERTIFIES THAT PRICE OFFERED WAS ARRIVED AT
INDEPENDENTLY AND NOT FOR-"@PURPOS'E@-RESTRICTING ^COMPETITION

PRICES OFFERED WILL NOT KNOWINGLY BE DISCLOSED TO OTHER
PROSPECTIVE PURCHASERS PRIOR TO BID OPENING

PRICES OFFERED MADE ONLY BY PRINCIPAL BIDDER OR DULY
AUTHORIZED AGENT

20. ASSIGNMENT OF CONTRACTS

GOVERNMENT DOES NOT RECOGNIZE ASSIGNMENT OF SALES
CONTRACTS

IF PURCHASER ASSIGNS CONTRACT TO ANOTHER PERSON THE
PURCHASER IS STILL RESPONSIBLE FOR THE COMPLETION OF
CONTRACT TERMS

21, CLAIMS LIABILITY

PURCHASER AGREES TO HOLD GOVERNMENT HARMLESS FROM ALL
CLAIMS, DISPUTES, JUDGEMENTS, DEBTS, ETCO

MANY CLAIMS, ETC. ARISE FROM SITUATIONS WHERE REMOVAL OF
PROPERTY IS FROM DIFFICULT LOCATION

22. WITHDRAWAL OF PROPERTY AFTER AWARD

GOVERNMENT RESERVES THE RIGHT TO WITHDRAW PROPERTY AFTER
AWARD FOR ITS OWN USE (PROPERTY STILL IN CONTROL OF
GOVERNMENT)

IN CASES OF WITHDRAWAL AFTER AWARD, GOVERNMENT IS LIABLE
ONLY FOR CONTRACT PRICE OF PROPERTY

SALES BY HOLDING AGENCIES
GENERAL SALES TERMS AND CONDITIONS (SF 114C)

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SALES BY HOLDING AGENCIES

GENERAL SALES TERMS AND CONDITIONS (SF 114C)

23. ELIGIBILITY OF BIDDERS

BIDDER WARRANTS THAT HE IS NOT U-NDERRGE GR,@EMPLOYEE OF
THE USE GOVERNMENT OR ACTING AS AN AGENT FOR GOVERNMENT
EMPLOYEE FAMILY MEMBER

EACH AGENCY SETS OWN RULES ON WHO MAY BID ON SALES OF
AGENCY PROPERTY

GOVERNMENT HAS RIGHT TO ANNUAL CONTRACT WITHOUT LIABILITY
FOR ANY BREACH OF BIDDER ELIGIBILITY

24. APPLICABLE LAWS AND REGULATIONS

BIDDER IS SOLELY RESPONSIBLE FOR COMPLYING WITH FEDERAL,
STATE AND LOCAL LAWS PERTAINING TO USE OF PROPERTY
AWARDED

IF AFTER AWARD THE PURCHASER FINDS HE CANNOT ABIDE OR
COMPLY WITH ALL APPLICABLE LAWS HE IS STILL LIABLE FOR
COMPLETING CONTRACT PERFORMANCE

25. DEFINITIONS

CLARIFIES THE USE OF TELEGRAPHIC AND TELEGRAPH NOTICE,
EXPLAINS PRECISELY WHO THE CONTRACTING OFFICER IS AND
DEFINES SMALL BUSINESS CONCERN

SALES BY HOLDING AGENCIES
UPSET PRICES

DEFINITION

"UPSET PRICE" MEANS THE CONFIDENTIAL AMOUNT WHICH HAS BEEN
DETERMINED BY THE 34SC(Y' TO BE'@ TH-E@' EST114AT:EEY@ FAIR MARKET VALUE
FOR A GIVEN LOT OR ITEM OF PERSONAL PROPERTY FOR USE IN
EVALUATING BIDS

ESTABLISHING UPSET PRICES

UPSET PRICES NEED TO BE ESTABLISHED TO ASSURE ADEQUATE PRICE
COMPETITION

SCO MAY DELEGATE SOMEONE TO DO ORIGINAL RESEARCH FOR UPSET
PRICES BUT SCO MAKES FINAL DETERMINATION

UPSET PRICES CAN BE ESTABLISHED USING PAST SALES EXPERIENCE
INFORMATION GAINED FROM HOLDING ACTIVITY PERSONNEL
ADVERTISED MEDIA VALUES OF SIMILAR ITEMS
CONSULTATION WITH OTHER SCO'S -
OTHER SOURCES AS NECESSARY USING GOOD JUDGEMENT

USE OF UPSET PRICES-PARTICIPATORY SALES

IMPORTANT IN SPOT BIDS OR AUCTIONS DUE TO TIME LIMITS ON
DETERMINING ADEQUACY OF BID RECEIVED

CONSIDERATION FACTORS

NUMBER AND TYPE OF BIDDERS AT SALE

NUMBER OF BIDS RECEIVED

RANGE OF BIDS RECEIVED

EVIDENCE OF COLLUSION AMONG BIDDERS PRESENT

VALIDITY OF PRICES

SALES BY HOLDING AGENCIES
UPSET PRICES

UPSET PRICES VS BID PRICES

UPSET PRICES ARE NOT MEANT TO REPRESENT THE ROCK BOTTOM BID PRICE THE GOVERNMENT WILL ACCEPTO IN SOME CASES THERE MAY BE FACTORS WHICH OCCUR BETWEEN THE TIMB', UPSET; - PRICE,,S ARE SET AND THE BID OPENING

FACTORS THE SCO MAY CONSIDER

MARKET SATURATION BECAUSE OTHER ACTIVITIES SELLING SAME TYPE PROPERTY IN LOCAL AREA

UNFORESEEN STRIKES OR EMBARGOES THAT MAY AFFECT THE PRICES RECEIVED

UNUSUALLY SEVERE WEATHER MAY HAVE IMPACT ON NUMBER OF BIDDERS ATTENDING SALE THUS COMPETITION MAY NOT BE ADEQUATE (PARTICIPATORY SALES)

COMPETITIVE BASE HAS NOT BEEN REACHED (USUAL NUMBER OF BIDS NOT RECEIVED ON SPECIFIC ITEMS) .

REJECTION OF BIDS

NORMAL REJECTION IS BECAUSE BID DOES NOT REPRESENT FAIR RETURN TO GOVERNMENT

SCO MUST EXERCISE CAUTION IN REJECTING BIDS SINCE THE ISSUANCE OF AN IFB IMPLIES GOVERNMENT WANTS TO SELL PROPERTY

SCO'S MAY MAKE AWARDS BELOW UPSET PRICES FOR GOOD REASON

CONFIDENTIALITY OF UPSET PRICES

UPSET PRICES ARE TO BE TREATED IN A CONFIDENTIAL MANNER AND NOT DISCLOSED TO UNAUTHORIZED PERSONS PRIOR TO BID OPENING

UPSET PRICES ARE PART OF OVERALL SALES FILE AND WILL BE RETAINED IN SALES FOLDER AS REQUIRED BY REGULATION

SALES BY HOLDING AGENCIES
BID OPENING PROCEDURES

OFFICIAL GOVERNMENT SURPLUS SALES BID OPENINGS REQUIRE AN EXACTING PROCESS AND ALL PROCEDURES MUST BE FOLLOWED PROPERLY AND CAREFULLY. IN ESSENCE, THE INTEGRITY OF THE GOVERNMENTS CONTRACTING PRINCIPLES ARE VISIBLE TO THE PUBLIC AND SCRUPULOUS CONDUCT IS ESSENTIAL FOR ALL SALES

PREPARING FOR BID OPENING

PRIOR TO SALE DAY SCO SHOULD DECIDE WHO WILL CONDUCT SALE
(OPEN, EXAMINE, RECORD BIDS, VERIFY BID DEPOSITS)

VERIFY AVAILABILITY OF BID OPENING ROOM

ASSURE BID ROOM IS SET UP PROPERLY

HAVE DIRECTIONAL SIGNS PLACED TO ASSIST BIDDERS IN LOCATING
BID ROOM

ARRANGE FOR SECURITY PERSONNEL AS APPROPRIATE

ARRANGE FOR ADEQUATE FACILITIES, PUBLIC PHONES, RESTROOMS,
ETC.

ARRANGE FOR "OFFICIAL.CLOCK" TO BE USED IN BID ROOM

SALE DAY ACTIONS

SCO REMOVES BIDS FROM STORAGE AND PLACES IN BID ROOM

CHECK BID REGISTER AGAINST BIDS RECEIVED TO ASSURE NO BIDS
HAVE BEEN LOST OR MISPLACED

IF BID ROOM HAS BEEN RELOCATED, SCO MUST ARRANGE FOR
REPRESENTATIVE TO BE AT OLD LOCATION UNTIL-BID OPENING

MAKE ANNOUNCEMENTS AS TO APPROACHING BID OPENING TIME
MAKE ANY PRELIMINARY ANNOUNCEMENTS PRIOR TO BID OPENING

SALES BY HOLDING AGENCIES
BID OPENING PROCEDURES

BID OPENING

AT THE PRECISE TIME INDICATED IN IFB AND USING THE OFFICIAL CLOCK, ANNOUNCEMENT IS MADE THAT BID OPENING TIME HAS ARRIVED AND ALL BIDS RECEIVED AFTER@ THIS @ T@IME. A-RE LATE@@ AND WILL NOT BE CONSIDERED

UNDER NO CIRCUMSTANCES WILL ANY HAND CARRIED BIDS BE ACCEPTED AFTER THE ABOVE ANNOUNCEMENT HAS BEEN MADE

MANUAL ABSTRACTING OF BIDS

IF BIDS ARE MANUALLY ABSTRACTED AND NO BIDDERS ARE PRESENT BIDS MUST BE OPENED BUT NOT READ ALOUD

IF BIDDERS ARE PRESENT THE BIDS WILL BE READ ALOUD AND ABSTRACTED AT THIS TIME

MECHANICAL ABSTRACTING OF BIDS

IF MECHANICAL ABSTRACTING IS USED BIDDERS WILL BE ADVISED THAT ALL BIDS WILL BE OPENED BUT NONE READ BIDDERS ARE FURTHER ADVISED AS TO WHEN OFFICIAL ABSTRACT WILL BE AVAILABLE FOR INSPECTION

IF BIDDER(S) OBJECT THE BIDS MAY BE OPENED AND READ ALOUD BUT NOT ABSTRACTED

THOSE PRESENT ADVISED AT END OF BID OPENING SPECIFIC REQUESTS FOR BIDS ON PARTICULAR ITEMS WILL BE HONORED

IF THERE ARE STILL OBJECTIONS THEN ALL BIDS MUST BE READ ALOUD

SAFEGUARDING OF BIDS AFTER BID OPENING

BIDS MUST BE SAFEGUARDED AT ALL TIMES TO PREVENT TAMPERING

BIDS ARE PUBLIC INFORMATION AND ANY INTERESTED PERSON HAS RIGHT TO EXAMINE BIDS RECEIVED

BIDS WILL ALWAYS REMAIN UNDER CONTROL OF SCO

COPIES OF BIDS MAY BE FURNISHED AND CHARGES IF ANY WILL BE IN ACCORDANCE WITH LOCAL AGENCY REGULATIONS

SALES BY HOLDING AGENCIES
BID ABSTRACTING

MANUAL ABSTRACTING

USED WHEN SMALL NUMBER-OF ITEMS ADVERTISED

EITHER GSA FORM 2506 OR 289 IS USED FOR ABSTRACTING

AS BIDS ARE READ THEY ARE RECORDED AS TO BIDDER NUMBER, ITEM
NUMBER AND PRICE BID

ABSTRACT IS ALWAYS PROOFREAD TO INSURE ALL BIDS HAVE BEEN
PROPERLY RECORDED

MECHANICAL ABSTRACTING

USED WHEN LARGE NUMBER OF ITEMS ADVERTISED

UPON RECEIPT OF "OFFICIAL ABSTRACT" IT MUST BE PROOFREAD FOR
MISTAKES AGAINST BIDS RECEIVED

IF DISCREPANCIES ARE NOTED THEY ARE ATTACHED TO BID INDICATING
TYPE OF DISCREPANCY

UNDER NO CIRCUMSTANCES WILL ANY MARKS OR CHANGES BE MADE TO
BID FORMS

COMMON DISCREPANCIES

BID DEPOSIT IS LESS THEN REQUIRED BY IFB

BID DEPOSIT SUBMITTED IN FOREIGN CURRENCY

BID SUBMITTED IS FOR DIFFERENT SALE

BID IS NOT SIGNED

NAME OF FIRM ON ENVELOPE DIFFERS FROM THAT ON BID

BID IS NOT SUBMITTED ON BID FORM

ALL BID ABSTRACTS MUST CONTAIN STATEMENT OF CERTIFICATION AS TO
VERIFYING ALL ENTRIES, ETC, AND SIGNED BY SCO

BID ABSTRACTS ARE PART OF THE OFFICIAL SALES FILE AND MUST BE
RETAINED PER REGULATIONS

SALES BY HOLDING AGENCIES
LATE BIDS, MODIFICATIONS AND WITHDRAWALS

LATE BIDS

ALL BIDS REGARDLESS OF CIRCUMSTANCES, RECEIVED AFTER TIME SET FOR BID OPENING ARE CONSIDERED AS LATE

AN EXCEPTION MAY BE MADE WHEN MISHANDLING OF BID BY AUTHORIZED SALES PERSONNEL RESULTS IN LATENESS

IF BID WAS IN DESIGNATED P*O, BOX AS STATED IN IFB AT EXACT TIME OF BID OPENING AND WOULD BE IN TRANSIT TO BID OPENING ROOM MAY BE CONSIDERED

A BID RECEIVED BY TELEX (IF PERMITTED) AND STILL ON TELEX MACHINE AT TIME OF BID OPENING IF TELEX TIME RECEIPT VERIFIES RECEIPT PRIOR TO BID OPENING MAY BE CONSIDERED

MODIFICATIONS

ANY MODIFICATIONS TO BIDS MUST NORMALLY BE RECEIVED PRIOR TO BID OPENING TO BE CONSIDERED

EXCEPTION TO RULE IS WHEN A MODIFICATION MAKES THE TERMS OF AN OTHERWISE ACCEPTABLE OFFER MORE FAVORABLE TO THE GOVERNMENT MAY BE CONSIDERED IF RECEIVED PRIOR TO AWARD

PROVISIONS CONCERNING LATE BIDS APPLY EQUALLY TO MODIFICATIONS AS OUTLINED UNDER LATE BIDS ABOVE

WITHDRAWALS OF BIDS

WITHDRAWALS ARE SUBJECT TO SAME RULES AS LATE BIDS AND MODIFICATIONS BUT WITHDRAWALS CAN BE MADE PRIOR TO BID OPENING TELEPHONICALLY IF FOLLOWED BY LETTER OR TELEGRAM

SALES BY HOLDING AGENCIES

BID EVALUATION AND AWARD

CHECK FOR QUALIFYING STATEMENTS

IF ALL OR NONE BID AND IS ALLOWED BY IFB THEN IT SHOULD BE DETERMINED IF BID IS HIGH ON ALL OR NONE BASIS

IF BID IS CONTINGENT UPON AWARD OF ANOTHER ITEM(S) BID WILL BE EXAMINED TO SEE IF BID IS HIGH ON ALL ITEMS

IF QUALIFYING STATEMENT CHANGES ANY OF THE TERMS AND CONDITIONS OF SALE IT WILL BE RULED NONRESPONSIVE

MINOR INFORMALITIES

UNSIGNED OR IMPROPERLY SIGNED BIDS ARE NORMALLY NOT ACCEPTABLE UNLESS SIGNATURE APPEARS ELSEWHERE IN BID PACKAGE

BIDS ON OTHER THEN UNIT SPECIFIED THAT ARE EASILY CONVERTIABLE MAY BE ACCEPTABLE

BIDS RECEIVED ON OTHER THEN REQUIRED FORMS MUST CONTAIN ALL PERTINENT INFORMATION RELATING TO IFB TO BE VALID

BIDS WITH LESS THEN REQUIRED BID DEPOSIT MAY BE CONSIDERED IF IT IS ONLY BID RECEIVED OR IF DIFFERENCE IN DEPOSIT AMOUNT IS MINOR

BID DEPOSIT NO SUFFICIENT TO COVER ALL ITEMS BID THEN AWARDS CAN BE MADE FOR ITEMS UP TO DEPOSIT AMOUNT

POSSIBLE MISTAKES

EXCESSIVELY HIGH BIDS SHOULD BE VERIFIED WITH BIDDER

IF BID EXCEEDS ACQUISITION COST VERIFICATION IS NEEDED

WHEN UNIT PRICE DIFFERS FROM TOTAL A VERIFICATION IS REQUIRED AS TO INTENDED BID

MAKING AWARDS

ABSTRACT IS OFFICIALLY ANNOTATED AS TO AWARDS MADE

BIDDER IS CHECKED AGAINST INDEBTED AND DEBARRED LIST

AWARD DOCUMENTS ARE PREPARED, CHECKED FOR ACCURACY SIGNED AND MAILED

SALES BY HOLDING AGENCIES

BID EVALUATION AND AWARD

EXAMINATION OF ABSTRACT

ABSTRACT IS PROOFREAD AGAINST BIDS RECEIVED

HIGH BIDDER DESIGNATED ON ABSTRACT

SCO EVALUATES HIGH BID AGAINST "'-UPSETI,PRICE"'

IF BID IS BELOW UPSET IT IS NOTED ON ABSTRACT

IF BID APPEARS TO EXCESSIVELY HIGH OR EXCEEDS THE ACQUISITION
COST THIS IS NOTED ON ABSTRACT

EXAMINATION OF BIDS

BIDS ARE INDIVIDUALLY EXAMINED FOR THE FOLLOWING

SUFFICIENT BID DEPOSIT

SIGNATURE

BID ACCEPTANCE TIME (IF LISTED)

OBVIOUS MISTAKES

BIDS SUBMITTED ON OTHER THEN RTQUIRED BID FORM

QUALIFYING STATEMENTS BY BIDDER

IF DISCREPANCIES NOTED THEN BID IS SET ASIDE FOR FURTHER
ACTION

BID CHECK AGAINST ABSTRACT

IF BID PRICE IS BELOW EXPECTED RETURN THE ABSTRACT IS REVIEWED
FOR NUMBER AND RANGE OF BIDS ON THAT ITEM

IF MORE THEN THREE (3) BIDS RECEIVED IN CLOSE PRICE RANGE
AN AWARD MAY BE IN ORDER

IF ONLY ONE BID RECEIVED OR ALL OTHER BIDS ARE MUCH LOWER
THEN UPSET PRICE MAY BE INVALID

IF BID PRICE IS MUCH HIGHER THEN OTHER BIDS THE SCO
SHOULD BE ON NOTICE AS TO A POSSIBLE MISTAKE

IF BID PRICE ABOVE UPSET AN AWARD MAY BE IN ORDER

SALES BY HOLDING AGENCIES

MISTAKES IN BID

MISTAKES IN BID (APPARENT CLERICAL ERRORS)

SCO WILL VERIFY WITH BIDDER THE -INTENDED BID AND GET
CONFIRMATION OF SUCH IN WRITING

SCO IS AUTHORIZED TO CORRECT VERIFIED MISTAKES IF NOTED PRIOR
TO AWARD

MISTAKES IN BID PRIOR TO AWARD

GSA COUNSEL IS AUTHORIZED TO MAKE ADMINISTRATIVE
DETERMINATIONS ON MISTAKES ALLEGED PRIOR TO AWARD

IF BIDDER REQUESTS WITHDRAWAL OF BID AND THERE IS CLEAR AND
CONVINCING EVIDENCE OF MISTAKE THEN WITHDRAWAL MAY BE
AUTHORIZED BY COUNSEL

IF EVIDENCE IS CLEAR AND CONVINCING BOTH TO THE EXISTENCE OF
A MISTAKE AND AS TO BID ACTUALLY INTENDED, AND THE BID, BOTH
CORRECTED AND UNCORRECTED IS THE HIGHEST RECEIVED MAY BE
CORRECTED AND NOT WITHDRAWN

IF BIDDER REQUESTS CORRECTION OF BID AND EVIDENCE IS CLEAR AND
CONVINCING AS TO MISTAKE AND INTENDED BID AND THE BID AS
CORRECTED WOULD DISPLACE ONE OR MORE HIGH BIDS, THEN THE
EXISTENCE OF THE MISTAKE AND INTENDED BID MUST BE
ASCERTAINABLE FROM THE INVITATION AND THE BID ITSELF, IF
EVIDENCE SHOWS ONLY A MISTAKE WAS MADE BUT NOT INTENDED BID,
THEN BIDDER MAY BE ALLOWED TO WITHDRAW BID WITHOUT PREJUDICE

WHENEVER THE EVIDENCE IS NOT CLEAR AND CONVINCING THAT THE BID
AS SUBMITTED WAS NOT THE BID INTENDED IT WILL NORMALLY BE
CONSIDERED FOR AWARD IN FORM SUBMITTED

SALES BY HOLDING AGENCIES
MISTAKES IN BID

MISTAKES IN BID AFTER AWARD

CONTRACTS MAY BE RESCINDED; -OR, -:REFGRMED,@, (CHANGED) WHEN THE EVIDENCE SUBMITTED IS CLEAR AND CONVINCING AS TO

A MISTAKE IN BID WAS MADE BY PURCHASER

MISTAKE WAS MUTUAL AND SCO SHOULD HAVE BEEN ON NOTICE OF POSSIBLE MISTAKE

IT IS DETERMINED CONTRACT PRICE SHOULD BE DECREASED OR THE CONTRACT RESCINDED OR THE ITEM INVOLVED IN THE ERROR DELETED, PROVIDED

CONTRACT PRICE DECREASE IS. LESS THEN \$10,000
INCLUDING DELETION OF ITEMS

CORRECTED PRICE IS NOT LESS THEN NEXT HIGH BID

NOTICE OF MISTAKE IS RECEIVED BY SCO PRIOR TO
PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT

SALES BY HOLDING AGENCIES

INFORMAL SEALED BID SALES CONDUCTED BY GSA

SALES FORMS UTILIZED

GSA FORM 3195 COVER AND SELF MAILER PAGE USED TO PROVIDE SHORT DESCRIPTION OF PROPERTY OFFERED

GSA FORM 3198 SPECIAL TERMS AND CONDITIONS

GSA FORM 2555-A SALES LETTER (NO BID DEPOSIT REQUIRED)

GSA FORM 2555-B ITEM DESCRIPTION PAGE

GSA FORM 2555-R ITEM BID PAGE

GSA FORM 1650 (USED ONLY WHEN 10 ITEMS OR LESS ARE SOLD)

LOTING OF PROPERTY

ALLOWS BIDDERS TO BID ONLY ON ITEMS OF INTEREST

ALLOWS BIDS ON THE QUANTITIES OF INTEREST

SHOULD BE OF SUFFICIENT SIZE OF INTEREST INDIVIDUAL BIDDERS BUT RETURN PROCEEDS IN EXCESS OF ADMINISTRATIVE COST FOR SEGREGATION AND SELLING

USED ITEMS SHOULD BE SEPARATED FROM UNUSED

SIMILAR ITEMS LOTTED TOGETHER

WHEN POSSIBLE, PROPERTY SHOULD BE LOTTED BY MAKE, MFR

LARGE QUANTITIES LOTTED TO ALLOW BIDDING BY SMALL AS WELL AS LARGE BUSINESSES

PROPERTY OFFERED BY LIKE UNITS; POUNDS, EACH, GALLONS

IF POSSIBLE, SCRAP OR WASTE SHOULD NOT BE OFFERED ON SALE WITH USEABLE PROPERTY

SALES BY HOLDING AGENCIES
COLLECTION AND DISTRIBUTION OF PROCEEDS

MONEY SOURCES

SALE OF GOVERNMENT PERSONAL PROPERTY
STORAGE CHARGES FOR LATE REMOVAL
LIQUIDATED DAMAGES FOR FAILURE TO PERFORM CONTRACT

ACCEPTABLE FORMS OF PAYMENT

CASH

TRAVELER'S CHECKS

CERTIFIED CHECKS

UNCERTIFIED BUSINESS CHECKS (WHEN AUTHORIZED)

CASHIER'S CHECKS

POSTAL OR COMMERCIAL MONEY ORDERS

FEDERAL HOME LOAN BANK MONEY ORDERS

PROPERLY ENDORSED GOVERNMENT CHECKS (1 PARTY)

IRREVOCABLE LETTERS OF CREDIT

MASTERCARD OR VISA CREDIT CARDS

ANY COMBINATION OF THE ABOVE

IN ALL INSTANCES THE IFB SHOULD SPELL OUT THE FORMS OF ACCEPTABLE
PAYMENT FOR THE SPECIFIC SALE BEING HELD

COLLECTION OFFICERS

SHOULD BE DESIGNATED AS COLLECTION OFFICERS FOR A PARTICULAR
SALE OR FOR PERIOD OF TIME

IF COLLECTION OFFICER NOT AVAILABLE OR DESIGNATED, PAYMENT
SHOULD BE MADE TO AGENCY FINANCE OFFICER

ALL PAYMENTS AND OTHER MONIES RECEIVED FOR SURPLUS SALES
SHOULD BE RECORDED ON GSA FORM 687, REGISTER OF REMITTANCE,, IN
DUPLICATE

SALES BY HOLDING AGENCIES
CLAIMS AND PROTESTS

COMPLAINT LETTERS VS CLAIMS

LETTERS PROTESTING THE IFB ADVERTISING OR MANNER OF SALE WILL
BE REFERRED TO THE SALES CHIEF

LETTERS CONCERNING PROTESTS OF ANY OF THE TERMS AND CONDITIONS
OF THE SALE WILL BE REFERRED TO THE SALES CHIEF

LETTERS CONCERNING ANY ASPECT OF THE AWARD AND/OR CONTRACT
WILL BE SENT TO THE SCO FOR DETERMINATION

LETTERS CONCERNING DELIVERY OF PROPERTY WILL BE SENT INITIALLY
TO THE SALES CHIEF WHO WILL DECIDE IF IT CONCERNS THE
CUSTODIAN, SCO ALONE, OR BOTH. THE LETTER WILL THEN BE
FORWARDED TO THE PROPER STAFF LEVEL

ADMINISTRATION OF CLAIMS

MOST IMPORTANT ELEMENT IS TO ESTABLISH TIME OF MAILING AND
TIME OF RECEIPT BY SCO FOR ALL CLAIMS

A REGISTER SHOULD BE SHOULD CONTAIN PERTINENT INFORMATION
ABOUT CLAIM LETTER, ETC.

IF LETTER IS DETERMINED BY THE SCO TO BE AN INFORMATIONAL
COMPLAINT IT SHOULD BE RESPONDED TO AND THE REGISTER SO NOTED

IF THE LETTER IS A CLAIM THE SCO WILL DETERMINE TYPE OF CLAIM

TYPE OF CLAIMS

GUARANTEES DESCRIPTION CLAIM FOR ADJUSTMENT

CLAIM FOR LOSS OR DAMAGE UNDER "RISK OF LOSS"

CLAIM UNDER OTHER CLAUSES

CLAIM NOT COGNIZABLE UNDER THE CONTRACT TERMS

SALES BY HOLDING AGENCIES
CLAIMS AND PROTESTS

CLAIM ACTIONS BY SCO

GUARANTEED DESCRIPTIONS

DETERMINE IF CLAIM IS TIMELY, IF NOT, REJECTED

IF TIMELY THE PURCHASER WILL.,BBf,DG:,NOTIFIED AND ASKED TO
HOLD PROPERTY INTACT UNTIL RESOLVED

SCO WILL INVESTIGATE CLAIM AND DECIDE ON PROPER COURSE OF
ACTION (ADJUSTMENT, RETURN, ETC,)

RISK OF LOSS CLAIM

NO TIME LIMIT ON FILING RISK OF LOSS CLAIMS

SCO WILL REVIEW ALL FACTS AND MAKE DETERMINATION OF
ACTION (ADJUSTMENT, REJECT CLAIM, ETC.)

SHORTAGE OF DELIVERED PROPERTY

SCO WOULD CONTACT CUSTODIAN FOR ALL FACTS ON PROPERTY AND
DELIVERY

IF SHORTAGE VERIFIED, REFUND WOULD BE IN ORDER

IF SHORTAGE CANNOT BE VERIFIED THE PURCHASER WOULD BE
NOTIFIED TO CONTACT CARRIER AS APPROPRIATE

SCO WOULD REVIEW CLAIM TO SEE IF OTHER CLAUSES MAY APPLY

SOME CLAIMS MAY NOT BE COGNIZABLE UNDER TERMS OF CONTRACT

PROTEST AGAINST AWARDS

SCO WILL CONSIDER PROTESTS BEFORE AND AFTER AWARD

ORAL PROTESTS MUST BE FOLLOWED UP IN WRITING

WRITTEN PROTEST BEFORE AWARD, AWARD WILL BE DELAYED

WRITTEN PROTEST AFTER AWARD AND PROPERTY HAS NOT BEEN
REMOVED, REMOVAL WILL BE DELAYED UNTIL RESOLVED

IN ALL CASES OF PROTESTS WHERE AWARD OR PROPERTY REMOVAL
IS DELAYED THE PURCHASER WILL BE NOTIFIED

SALES BY HOLDING AGENCIES
COLLECTION AND DISTRIBUTION OF PROCEEDS

RELEASE OF PROPERTY

PROPERTY NOT RELEASED UNTIL TOTAL PAYMENT RECEIVED EXCEPT FOR
TERM SALES

ON TERM SALES PROPERTY IS TO@.,BE@REMOVEI>@%ON,-,A-@@S-CHEDULED BASIS
AND PURCHASER BILLED REGULARLY, BUT NOT LESS THEN ONCE A
MONTH.

PAYMENT ON TERM SALES REQUIRED 15 DAYS AFTER BILLING

SAFEGUARDING OF CASH AND NEGOTIABLE DOCUMENTS

CASH COLLECTIONS AWAY FROM REGIONAL OR AGENCY OFFICE SHALL BE
CONVERTED TO CASHIER'S CHECK OR OTHERWISE SECURED ON SAME DAY
AS COLLECTED

CASH SHALL NOT REMAIN IN POSSESSION OF COLLECTION OFFICER FOR
UNDUE PERIOD AND NEVER OVERNIGHT

FOR SALES CONDUCTED AWAY FROM REGIONAL OR AGENCY OFFICE
ARRANGEMENTS MUST BE MADE TO SECURE OR CONVERT CASH OR THE
SEALED BID METHOD OF SALE SHALL BE USED

THE IFB SHOULD CONTAIN A DEFINITE CUTOFF TIME FOR RECEIPT OF
PAYMENTS ON DAY OF SALE OR AS APPROPRIATE

RECONCILIATION OF SALES

ASSIGNED COLLECTION OFFICERS ARE RESPONSIBLE FOR ALL PROCEEDS
UNTIL TURNED OVER TO AGENCY FINANCE OFFICE (DOES NOT INCLUDE
INTERIM TURNOVER TO CHIEF COLLECTIONS OFFICER AT SALES SITE)

IF MORE THEN ONE COLLECTIONS OFFICER IS UTILIZED THEN MONIES
MUST BE MAINTAINED SEPARATELY BY EACH

COLLECTION OFFICER SHALL RECONCILE AWARD DOCUMENT TOTALS WITH
COLLECTION TOTALS AND WITH RECORDER'S TOTAL FOR EACH SALE

TRANSMITTAL OF PROCEEDS '

PROCEEDS SHALL BE TRANSMITTED WITHIN 1 WORKING DAY TO
APPROPRIATE AGENCY FINANCE DIVISION FOR PROCESSING

SALES BY HOLDING AGENCIES
DELIVERY OF PROPERTY

MANY CONTRACTING PROBLEMS ARISE AS A RESULT OF ERRORS ENCOUNTERED IN DELIVERY OR PROPERTY SOLD BY THE GOVERNMENT, MANY OF THE ERRORS LEAD TO LEGAL PROBLEMS AND ARE VERY COSTLY TO THE GOVERNMENT IN TERMS OF LOST TIME AND RESOURCES, THE FOLLOWING SUGGESTIONS WILL HELP TO REDUCE THE NUMBER ERRORS ENCOUNTERED

PREPARE ACCURATE PROPERTY DESCRIPTIONS AT TIME OF RECEIPT AT AGENCY

MAINTAIN DESCRIPTIONS ON AGENCY PROPERTY RECORDS

WHEN EXCESSING PROPERTY REVIEW COPY OF SF120 OR 126 FOR ACCURACY AND COMPLETENESS OF DESCRIPTION

IF PROPERTY REACHES SALES STATUS, VERIFY PROPERTY LOCATION, QUANTITY AND CONDITION AGAINST IFB ISSUED

PLACE AN IDENTIFICATION TAG ON EACH SALES ITEM

CHECK LOADING SCHEDULE IN IFB TO ENSURE WHO LOADS

REVIEW IFB INSPECTION SCHEDULE

HAVE COPY OF IFB AVAILABLE AT TIME OF REMOVAL

VERIFY THE AUTHORITY OF THE CARRIER

CHECK TO MAKE SURE FREE REMOVAL DATE HAS NOT PASSED

VERIFY DESCRIPTION OF PROPERTY BEING DELIVERED

VERIFY THE QUANTITY OF PROPERTY BEING DELIVERED

COMPLY WITH IFB LOADING REQUIREMENTS EXACTLY AS STATED

DO NOT ISSUE PROPERTY WITHOUT PROPER DOCUMENTATION

CONTACT SCO IF NOT SURE ABOUT ANY IFB REQUIREMENTS

SALES BY HOLDING AGENCIES
IN-PROCESS CONTRACT ADMINISTRATION

ESTABLISHING FILES

AT COMPLETION OF SALE SEPARATE FILES SHOULD BE PREPARED FOR EACH CONTRACT

FINAL FREE REMOVAL DATE SHOULD BE ANNOTATED ON EACH FILE

WHEN PROPERTY IS REMOVED AND CONTRACT COMPLETED IT SHOULD BE REVIEWED FOR COMPLETENESS AND PLACED IN THE COMPLETED FILE AND HELD PER AGENCY RETENTION REGULATIONS

CONTRACT ADMINISTRATION

ALL CONTRACT ACTIONS SHOULD BE PROCESSED TIMELY TO AVOID FURTHER CLAIMS AGAINST CONTRACT

PROCEDURES FOR PROCESSING DEFAULTS, CONTRACT TERMINATIONS FOR DEFAULT, CLAIMS, VOLUNTARY TERMINATION, AND EXTENSIONS FOR FREE REMOVAL OR DEFAULT CURE PERIODS,, SHOULD BE FOLLOWED DILIGENTLY WITH STRICT ATTENTION GIVEN TO RESPONSE TIMES, ETC.

CLOSE COORDINATION IS REQUIRED FOR PROPER CONTRACT ADMINISTRATION BETWEEN SCO, SELLING OFFICE AND THE HOLDING AGENCY

SALES BY HOLDING AGENCIES
DISPUTES AND APPEALS

DISPUTES CLAUSE

IT IS GOVERNMENTS POLICY TO TRY TO MUTUALLY RESOLVE ALL CLAIMS
PRIOR TO THE SCO ISSUING A FORMAL DECISION

IF AGREEMENT CANNOT BE REACHED THE CONTRACTOR MUST SUBMIT THE
CLAIM IN WRITING TO THE SCO

THE SCO HAS REASONABLE TIME TO RENDER DECISION UNLESS
CONTRACTOR REQUESTS LIMIT OF 60 DAYS

DURING TIME CLAIM IS BEING STUDIED THE CONTRACTOR IS STILL
LIABLE FOR CONTRACT RESPONSIBILITIES

APPEALS

THE SCO'S FINAL DECISION BECOMES BINDING ON BOTH PARTIES
UNLESS TIMELY APPEAL IS MADE

APPEAL MUST BE MADE WITHIN 90 DAYS TO AGENCY BOARD OF APPEALS
OR WITHIN 12 MONTHS IF SENT DIRECTLY TO CLAIMS COURT

CONTRACTOR STILL OBLIGATED TO PERFORM ALL CONTRACT FUNCTIONS
WHILE APPEAL IS BEING PROCESSED

CONTRACTOR MAY ELECT TO APPEAL TO CONTRACT BOARD OF APPEALS
UNDER (1) SMALL CLAIMS PROCEDURES (UNDER \$10,000) (2)
ACCELERATED PROCEDURES FOR CLAIMS OVER \$50,000

DIRECT APPEALS TO CLAIMS COURT ALLOWS LONGER PERIOD FOR FILING
OF APPEAL BUT PROCESS IS USUALLY MUCH LONGER AND ULTIMATELY
MORE EXPENSIVE TO CONTRACTOR

SALES BY HOLDING AGENCIES
STANDARDS OF CONDUCT

PERSONNEL ENGAGED IN THE SALE AND DISPOSAL OF GOVERNMENT OWNED PERSONAL PROPERTY MUST% PERFORM- THAEIR DUTl@ES@@ IN:- AN IMPECCABLE FASHION REALIZING THAT THEY ARE UNDER THE CONSTANT SCRUNTITY OF THE PUBLIC

ALL EMPLOYEES SHOULD BE FAMILIAR WITH AND ABIDE BY THE GOVERNMENT CODE OF ETHICS AND THE STANDARDS OF CONDUCT

THE STANDARDS OF CONDUCT ARE NOT ALL INCLUSIVE AND SOME AGENCIES MAY EXPAND UPON THE STANDARDS EXPECTED OF THEIR EMPLOYEES

WHEN IN DOUBT AS TO WHETHER YOU MAY BE'OUTSIDE THE LIMITS OF THE STANDARDS OR THE CODE OF ETHICS CONSULT YOUR AGENCY COUNSEL FOR GUIDANCE

A SIMPLE RULE TO FOLLOW IS "IF IT DOESN'T SOUND RIGHT,IT PROBABLY ISN'T"

ALL EMPLOYEES SHOULD AVOID AT ALL COSTS THE APPEARANCE OF OR THE CREATION OF THE APPEARANCE OF IMPROPERITY IN PERFORMING THEIR DUTIES